



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PURCHASE BUREAU
33 WEST STATE STREET
PO Box 230
TRENTON, NEW JERSEY 08625-0230

NOTICE OF AWARD (NOA)

FOR

**Utility Tractor, 4WD, with Extra-Dig Backhoe
and 1 Cu. Yd. Side Dump Loader Bucket
(T-2291)**

Bid Number: 05-X-37036

Date Issued: 10/5/04

Using Agency

State of New Jersey
Cooperative Purchasing Members

This NOA consists of the following:

1. Original request for proposal (RFP) specifications
2. Information inserted in the above (as provided in the bid proposal by the contractors)
3. Vendor information sheet
4. Contract items by vendor
5. Contract items by price lines (in numerical order)

Note:

For information pertinent to this contract and all other New Jersey motor vehicle contracts (both road and off-road vehicles), visit the motor vehicle contracts website at the following address (lowercase):
<http://www.state.nj.us/treasury/purchase/mvcontracts.htm>

SPECIFICATIONS

FOR

Utility Tractor, 4WD, with Extra-Dig Backhoe and 1 Cu. Yd. Side Dump Loader Bucket (T-2291)

Bid Number: 05-X-37036

ISSUED: OCTOBER 5, 2004

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the cooperative purchasing participants. The purpose of this RFP is to solicit bid proposals for utility tractor, 4WD, with extra-dig backhoe and 1 cu. yd. side dump loader bucket.

The intent of this RFP is to award a statewide term contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, Appendix 1 of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the awarded contract to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is the first time that an RFP has been developed to establish a term contract for the specified unit.

KEY EVENTS

1.3.1 QUESTIONS AND INQUIRIES

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors. Written questions should be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Kristi Holman
State of New Jersey
Division of Purchase and Property
Purchase Bureau
33 West State Street
PO Box 230
Trenton, New Jersey 08625-0230

E- Mail: Kristi.Holman@treas.state.nj.us
Phone Number: (609) 984-1327
Fax Number: (609) 292-0490

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, by telephone, or by e-mail concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is ten (10) days prior to the bid opening date.

1.3.2 MANDATORY SITE VISIT

Not applicable.

1.3.2 OPTIONAL SITE VISIT

Not applicable.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section [1.3.1](#) is the sole point of contact between the vendor and the State for purposes of this RFP.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each

party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this RFP.

Addendum - Written clarification or revision to this RFP, issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement shall result in the rejection of a bid proposal, as materially non-responsive.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies] or Agency[ies] - The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

State Agency - Any Department or Agency, which is a part of the New Jersey State government, such as the Department of Transportation, Department of Environmental Protection, Department of Corrections, Department of Human Services, Department of Law and Public Safety and Department of the Treasury. For a complete list of all State Agencies, visit the State website at (lowercase): www.state.nj.us.

Non-State Agency - Any using Agency other than the State Agency. Any quasi-State Agency or political sub-division is a non-State Agency.

Unit - Vehicle ("tractor", "loader", "tractor loader", "utility tractor", "product", "commodity" or "item"), "Utility Tractor, 4WD, With Extra-Dig Backhoe and 1 Cu. Yd. Side Dump Loader Bucket", as specified herein.

Dry Weight - Weight of an empty tractor, with all specified components installed.

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

NJDMV - New Jersey Division of Motor Vehicles

FMVSS - Federal Motor Vehicle Safety Standards, as established by National Highway Traffic Safety Administration

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CONTRACT UTILIZATION:

3.1.1 This RFP has been developed to establish a term contract to procure the specified units as a service to cooperative purchasing participants. It is anticipated that the Department of Transportation will purchase three (3) units, (Agency reference #04-DCN-0048).

3.1.2 Total amount of all contract purchases during the contract term listed on the cover sheet of this RFP (shown at the top of the cover sheet) is only an estimate. The State makes no representation and provides no guarantee as to the minimum, average or maximum volume of purchase for this term contract. The State, however, reserves the right to bid for any specific large volume purchases during the term of this contract.

3.2 CONTRACT SPECIFIC REQUIREMENTS:

3.2.1 The bidder must be able to certify that it is a franchised and/or authorized factory representative and is able to furnish the specified unit. The State reserves the right to require that such certification be delivered within five (5) working days from the time it is requested.

3.2.2 Has the bidder, its parent company or any of its subsidiaries or related companies ever received a fine or other action of a disciplinary nature from the manufacturer represented by the bidder in this bid?

No

3.2.3 Has the bidder, its parent company or any of its subsidiaries or related companies ever been the subject of a claim by a public entity for violations of any contract provision, including price?

No

3.2.4 Manufacturer's Certificate:

Dealers or agents submitting a bid proposal may be required to submit a letter of certification from the manufacturer whose product is bid, certifying that the bidder is authorized by the manufacturer to bid the unit specified. It will be the responsibility of the manufacturer to notify the State of New Jersey of any changes in the status of the bidder franchise.

3.2.5 By submitting a bid proposal, the bidder covenants and agrees that it has satisfied itself that it fully understands its obligation and that it will not make any claim for, or have any right to cancellation or relief, without penalty, because of any misunderstanding.

3.2.6 The unit outlined in this specification is for a standard manufacturer's product line available to the general public. This RFP is intended to be non-restrictive to allow bidders to bid any unit make, which is equal in performance to the one specified herein.

3.2.7 A bidder shall provide a new unit only. No used unit is acceptable.

3.2.8 This RFP is for the outright purchase of the contract unit only; leasing of the contract unit or trade-in against the purchase of the contract unit is not permitted.

3.2.9 The bidder shall ensure that the manufacturer whose product is bid has a servicing dealer or service location within a reasonable distance from Trenton, NJ, deemed reasonable by the State, for warranty service and/or repair. The servicing dealer or location must be equipped with and able to deliver new spare parts within twenty-four (24) hours.

3.2.10 All components of each unit supplied under the contract established based on this RFP shall be identical, i.e., alternators, filters, distributors, etc.

3.2.11 Subcontracting is permitted. Any intent to subcontract must be described in 3.2.11.5 with a list of subcontractor(s), other than the prime unit manufacturer, who will supply or install all aftermarket options required. If the bidder is a dealer or distributor for the aftermarket equipment, the bidder must so state in 3.2.11.5 and will be solely responsible for the equipment, installation and warranty. If a bid proposal does not provide a subcontractor(s)' list and/or dealer declaration, the State reserves the right to request such information from the bidder. The bidder must respond to such request within twenty-four (24) hours. If the information requested is not received within twenty-four (24) hours, the bid proposal shall be rejected.

3.2.11.1 The contractor is responsible for assuring subcontractor(s)' compliance with all terms and conditions of this RFP. The contractor will assume sole responsibility for any payments due the subcontractor(s). Nothing contained in the RFP shall be construed as creating any contractual relationship between any subcontractor(s) and the State.

3.2.11.2 The State reserves the right to approve the use of subcontractor(s) and all contractual agreements between the contractor and the subcontractor(s).

3.2.11.3 If a contractor desires to substitute any subcontractor(s) listed in the bid proposal, the contractor will so notify the State and provide the required information on the proposed subcontractor(s). The State reserves the right to reject any proposed substitute subcontractor(s).

3.2.11.4 The State reserves the right to demand the same information on any subcontractor(s) as is required from the bidder under this RFP.

3.2.11.5 List of Subcontractors:

None.

3.2.12 Post-Order Pre-Production Meeting and Inspections:

3.2.12.1 The contractor shall coordinate and attend a post-order pre-production meeting, if required by the ordering agency, at a location convenient to the ordering agency, to provide all necessary information prior to building any prototype unit or scheduling the production.

3.2.12.2 Only after the post-order meeting, if required by the ordering agency, and subsequent approval from the ordering agency shall the contractor begin the production.

3.2.12.3 The contractor shall coordinate with the ordering agency for a pre-paint inspection for each unit ordered, if required by the ordering agency.

3.2.12.4 The ordering agency reserves the right to inspect the unit at the contractor's facility or require that the unit be available for inspection at the agency site. If, during inspection at the agency site, it becomes apparent that corrections/alterations have to be made to the unit to comply with the contract specifications which cannot be accomplished at the ordering agency facility, the unit will be rejected and the contractor must transport the unit to its facility at no expense to the agency. After the unit is brought up to the contract specifications, it will be delivered back to the ordering agency for re-inspection at the expense of the contractor. For further pre-acceptance requirements, refer to 3.5 of this RFP.

3.2.12.5 For all inspections performed at the contractor's site, the contractor must provide a bay in the repair shop to facilitate the inspection of the unit.

3.2.12.6 The final inspection and acceptance of the unit shall be at the ordering agency.

3.2.13 Brand Names: Brand names have been kept to a minimum in this RFP; but if a brand name is given, unless specified otherwise, the term "or approved equal" is considered to follow the brand name. Wherever a brand name is used, it is meant to denote the minimum level of quality and performance. Any item supplied as an "equal" must be approved by the State during the bid evaluation and prior to an award. It should be understood that specifying a brand name, components or equipment in this specification shall not relieve the contractor from its responsibility to produce the vehicle in accordance with the performance warranty and contractual requirements, industry standards and practices, Federal and New Jersey safety Standard and Regulations, Society of Automotive Engineers (SAE) Standards and other applicable standards.

3.2.14 The bidder is required to have, and maintain throughout the contract term and any extensions(s) thereof, a service location responsible for delivery, inspection(s) and servicing of the contract units within a reasonable distance from Trenton, New Jersey, deemed reasonable by the State. Bidders may use a subcontractor's location to satisfy this requirement, provided such disclosure is made in the bid proposal. As stated in 3.2.11, any use of subcontractor(s) shall not relieve the contractor from its obligations under the contract established as a result of this RFP.

3.2.15 The State reserves the right to inspect the bidder's and/or subcontractor(s)' facility. This provision applies during the evaluation period, the contract term and any extension(s) thereof.

3.2.16 Reserved.

3.2.17 Unless specified otherwise, bidder shall not delete manufacturer's standard equipment or feature, even if the equipment or feature is not specified explicitly.

3.2.18 OEM Equipment/Parts: All of the standard and optional equipment/parts provided are to be original equipment manufacturer's item when available.

3.3 VEHICLE SPECIFICATIONS - GENERAL PROVISIONS:

3.3.1 IMPORTANT NOTE: Each unit and its components shall be completely assembled, serviced and ready for use when delivered to the ordering agency. Unless specified otherwise; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards and practices, Federal and New Jersey Safety Standards and Regulations, and SAE and other applicable standards.

3.3.2 Undercoating: Manufacturer's standard undercoating is acceptable.

3.3.3 Finish: The unit and all its components are to be cleaned and painted with manufacturer's standard primer, and finished with manufacturer's standard lead-free paint color. All paint shall be same shade. The ordering agency will specify manufacturer's standard one-tone paint color at the time of ordering. (See 3.4.3 and price line 3 for optional special monotone paint color in lieu of the manufacturer's standard color).

3.3.4 Weight:

NOTE: Bidders will supply the following information with the bid proposal. Failure to provide this information may disqualify the bid.

3.3.4.1 Dry Weight:

Bidder to list dry axle weights for loader equipped with side bucket and backhoe.

Front axle – 5277 lbs.

Rear axle – 11721 lbs.

Total----- 16998 lbs.

3.3.4.2 The contractor shall provide dry weight of the finished unit with all components installed:

Front axle- 5277 lbs.

Rear axle- 12108 lbs.

Total----- 17385 lbs.

3.3.5 Manuals: The contractor shall provide the operation and maintenance manuals for each and every assembly system and/or component that makes up the unit. (A unit shall comprise each and every assembly system and/or component.) The contractor shall also include any other manuals that the manufacturers provide as the standard manuals.

Examples of, but not necessarily limited to, assembly system and /or component includes:

- A) Engine
- B) Drive System
- C) Quick Disconnect
- D) Backhoe
- E) Loader Bucket

The manuals shall be delivered to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Note: These manuals are required as a part of base unit purchase (Price line 1) and are not part of the "Optional Manuals" specified in 3.4.4 (Price line 4).

3.3.6 Training: Complete instructions on the operation and maintenance of each unit and a demonstration on the operation of the unit shall be given by the contractor, if requested by the using agency. Training is to include driver training with instruction on proper operation of the vehicle. Basic preventive maintenance of the vehicle to also be included in this training session. This demonstration

shall be a formal training session and shall be arranged with the contractor, conducted within two (2) weeks of delivery of the first unit, at the convenience of the ordering agency. The training session shall be conducted at the location of delivery or at any field location, within the State of New Jersey.

3.3.7 Guarantee/Warranty: The contractor must guarantee that the unit and all its component parts will comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State motor vehicle code regulations, if applicable, performs their functions adequately, and operates successfully without undue wear or vibration. The contractor agrees to immediately replace and install free of charge, any part that may break or fail by reason of defective material or workmanship within a period of one (1) year from the date of acceptance by the agency.

Bidder to indicate standard warranty which exceeds the specified one year period:

3.3.7.1 Utility Tractor:

Coverage: Full, except for wearables

Warranty 1 year parts and labor

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

3.3.7.2 Hydraulic System:

Coverage: All systems.

Warranty 1 year

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

3.3.7.3 Extra-Dig Backhoe:

Coverage: Complete unit, except wearables.

Warranty 1 year

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

3.3.7.4 1 Cu. Yd. Side Dump Loader Bucket:

Coverage: Full, except for wear items

Warranty 1 year

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

3.3.7.5 Quick Disconnect System:

Coverage: Full, except for wear items.

Warranty 1 year

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

3.3.7.6 Quick Disconnect Attachments (such as clamshell and trenching buckets, backfill blade, ripper tooth, etc.):

Coverage: Full, except for wear items.

Warranty 1 year

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

3.3.7.7 Safety Lights:

Coverage: Full, except for wear items.

Warranty 1 year

Parts covered. Yes; Labor covered. Yes

Parts and/or labor 100% covered. Yes

Deductible: None.

The successful bidder must supply the following at the time of delivery:

1. [Manufacturer's Certificate of Origin](#)

Deviation or Substitution: None.

3.4 VEHICLE SPECIFICATIONS - TECHNICAL PROVISIONS

3.4.1 UTILITY TRACTOR, 4WD, WITH EXTRA-DIG BACKHOE AND 1 CU. YD. SIDE DUMP LOADER BUCKET

(PRICE LINE: 1)

3.4.1.1 Performance Capabilities with General Purpose Bucket (Approximate):

Note: It is anticipated that performance capabilities for the side dump bucket may deviate from those identified below: Although a 1-cubic yard bucket is required, 1.25-cubic yard bucket performance will be used for comparison purposes only.

SAE Breakout Force (with general purpose 1.25 cu. yd. Bucket)-----9150 lbs.

Bidder to list breakout force with general purpose 1.25 cu. yd. bucket: 10,485 lb.

Lift capacity with 1.25 Cu. yd. bucket-----6150 lbs.

Bidder to list lift capacity with general purpose 1.25 cu. yd. bucket: 7,604 lb.

Deviation or Substitution: None.

3.4.1.2 Extra-Dig Backhoe (Extendable):

The backhoe shall be an integral part of the tractor. Accessory backhoes are not acceptable.

Maximum Digging Depth (Extended)-----18' – 20'

Reach-Swing Pivot (Retracted)-----18' 5" – 19' 3"

Bucket Digging Force-----12, 000 lb.

Boom Lift @ Ground Level (Retracted)-----2250 lb.

Flip-Over stabilizer pads to be supplied.

A quick-change system, which permits an operator to change buckets without additional tools to be installed on the backhoe (Wain-Roy or approved equal).

Attachments for each unit to include:

Quick-disconnect 12" trenching bucket

Bidder to list make/model provided:

Make: Gannon Model: 5998012

Quick-disconnect 24" clam shell bucket

Make: Gannon Model: 1004072

Quick-disconnect backfill blade

Make: Wain-Roy Model: 009003

Quick-disconnect ripper tooth

Make: Wain-Roy Model: 1005129

All attachments to mate directly to the quick-change system identified. Bolt-on teeth to be supplied on each bucket.

Controls for the backhoe to be mounted within the cab of the tractor.

Counterweights to be installed on the tractor (if required) to balance the additional weight of the extra-dig backhoe and quick-change system.

Counterweights provided? No, not required

Deviation or Substitution: None.

3.4.1.3 Engine:

Type-----Diesel

S.A.E. Net Horsepower-----85 minimum

Electrical System-----12-Volt

Batteries-----Highest capacity available, manufacturer's optional

Alternator-----Highest capacity available, manufacturer's optional

Block Heater-----Electrical block heater, mounted in block, 500 to 1,000 watt, 120-volt, with flush mounted NEMA 5-15 configuration body receptacle (male), with spring loaded weather cap. The unit is to be supplied with a 25 ft. grounded, UL approved indoor/outdoor use type 12-gauge extension cord. The female connection of the cord to fit the weather cap assembly.

Cooling system to be protected to -20° F.

Neutral starting switch with lock and two (2) keys to be included.

Bidder to list battery and alternator capacity supplied:

Battery: 1180 CCA Alternator: 100 amps

Deviation or Substitution: None.

3.4.1.4 Fuel System:

Fuel Tank Capacity-----31 gallons

Fuel tank to be properly and clearly labeled "Diesel Fuel Only" in 1" high letters. Unit to be delivered with fuel tank half full. A locking cap with two (2) sets of keys to be provided with each unit.

Deviation or Substitution: None.

3.4.1.5 Torque Converter:

To be heavy duty industrial type.

Deviation or Substitution: None.

3.4.1.6 Transmission:

To be heavy-duty power-shift with four speeds forward, and four speeds reverse, with cleanable oil suction screen. To have travel speeds of 0 to 20 MPH in forward.

Deviation or Substitution: None.

3.4.1.7 Axles:

Front and rear axles to be industrial type, capable of carrying full payload. A differential lock to be supplied. The limited slip differential on rear is also acceptable.

Deviation or Substitution: None.

3.4.1.8 Boom and Bucket Cylinders:

Unit is to have one or two double acting bucket cylinders and one or two double acting boom cylinders. All cylinders are to have chromium-plated piston rods. Unit is to be equipped with a mechanical or hydraulic bucket cylinder-leveling device, with automatic return to dig.

Deviation or Substitution: None.

3.4.1.9 Steering:

Power steering to be provided with provisions for steering with power off in the event of engine failure.

Bidder to identify method bid to satisfy emergency steering requirements: Hydrostatic hand pump.

Deviation or Substitution: None.

3.4.1.10 Hydraulic System:

Hydraulic system to have a full flow filter. The pump capacity for bucket and boom (loader system) to be adequate to perform efficient operation. The pump capacity available for backhoe to be adequate to perform efficient operation.

Bidder to list GPM flow rate for loader system:

38.6 GPM

Bidder to list GPM flow rate for backhoe system:

38.6 GPM

Hydraulic hoses for the quick-change system and the swinger attachment to be properly routed on the boom so that they do not kink, abrade or chafe during all movements of the boom and dipper stick. In addition, they shall not interfere with the load in the bucket when above or below ground level.

A combination hydraulics kit (which will direct fluid from the backhoe circuit) to a hydraulic breaker (not included in this specification) to be installed on the unit. All controls, flow dividers, etc. to be located in the cab.

Cooling to be provided by auxiliary cooler and/or large capacity hydraulic tank.

Deviation or Substitution: None.

3.4.1.11 Wheels and Tires:

Tires listed are to be lined with flat protection sealant (not foam), front and rear (Pneumaseal or approved equal). Bidder to include copy of warranty.

Rims are to be of construction machinery quality.

Tires must be able to sustain the weight of the loader and backhoe. The front and rear tires to meet axle ratings.

Bidder to list front tire size and ply rating:

12.5/80x18 10 ply

Bidder to list rear tire size and ply rating:

19.5L x 24 10 ply

Tire pressure to be stenciled in black paint over each tire on the fender or body in 1" high letters.

Deviation or Substitution: None.

3.4.1.12 Brakes:

Service-----To be inboard wet disc type. Each side to be operated individually or simultaneously. A parking brake to be supplied on the unit.

Deviation or Substitution: None.

3.4.1.13 Equipment:

The following equipment to be included as part of the loader:

Fully adjustable suspension cloth bucket seat with back rest, arm rest(s) and safety belt, transmission and converter oil filter, electric or air horn, quick access service panels (including engine covers), muffler, grease gun (lever type), engine oil pressure gauge, ammeter or voltmeter, engine temperature gauge, engine hourmeter, parking brake indicator, tachometer, fuel gauge, and torque converter temperature gauge.

Backup warning device to automatically adjust to background noise level 87 thru 112 db, (ECCO Smart Alarm model SA 914 or approved equal).

Fenders on rear wheels to be supplied.

Vandal protection to include lockable cab, hood or access panels, and fuel cap.

Deviation or Substitution: None.

3.4.1.14 Cab:

Loader to be equipped with all steel, completely enclosed operator's cab with fresh air heater, defroster(s), front and rear windshield wipers and washers, one (1) interior and two (2) exterior rear view mirrors. Cab to have a door on both sides.

Easy access steps and a handrail (left and right side) to be provided.

Cab is to have one-piece front tinted windshield, and is to provide complete visibility in all directions. Windshield is to be made of safety glass throughout. Other windows to be safety glass.

Ventilation to be provided by means of one or more of the following methods: rear window to open outward, flow-through ventilation, or opening side windows. The operator to be to the rear of all moving bucket and boom arms for easy access and safety of the operator.

Cab to include Rollover Protective Structure (ROPS) meeting SAE specifications. Cab to include interior dome light and small front mounted fan above driver with fan guard. (Fan may serve as defroster, if properly located). A 12-volt outlet to be available in the cab (for NJDOT supplied radio).

Manufacturer's standard or optional air conditioning to be included with tractor.

Deviation or Substitution: None.

3.4.1.15 Lights:

Loader is to have dual headlights and single floodlight in rear with separate switch. Floodlight to be handle controlled from the cab, mounted as high as physically possible. Dual stoplights, taillights, backup light(s), four directional signals (in separate housings) with I.C.C., 4-way hazard switch, heavy duty flasher and license plate bracket with light on rear to be provided. Lights to be visible from front and rear and must clear all attachments, including backhoe.

The following safety lights to be included and mounted on the loader:

Safety Lights--four directional strobe lights, amber lens (Whelen model PAR C36ES or approval equal) are to be mounted, one on each corner, below the roof line, front and rear, and downward from the top lip of the cab. Lights are to be supplied with appropriate control unit mounted in the cab.

The lights are to be mounted on extender brackets if enough space is not available in the top corners of cab. Brackets are to be extended in forward and rearward directions respectively for front and rear face of the cab. All light brackets must be rigid so as not to allow lights to vibrate. Front and rear lights to be separately switched. Location of all lights subject to approval of using agency at the time of inspection.

Deviation or Substitution: None.

3.4.1.16 One Cu. Yd. Side Dump Bucket:

3.4.1.16.1 General:

The bucket is to have 1 cubic yard SAE heaped capacity and dual capability of dumping to the right and to the front. The bucket, in conjunction with the boom, to be self-leveling and is to have a roll back of 40° from ground level. Bucket width must be greater than overall width of tires. Holes on the bucket to match one of the three hole patterns of cutting blades installed by using agency (see diagrams attached). Wear plates to be welded to forward portion of bucket on both vertical sides, approximately 6" x 6" x $\frac{3}{4}$ ".

Note: All holes should be 2" rearward of the bucket edge.

Bucket to be equipped with crane hook, with heavy-duty latch (Gunnebo model SHB-8 or approved equal), capable of lifting or pulling approximately 12,000 lb. Hook to be mounted on the top of the bucket on the centerline.

The bucket is to be mounted on the loader specified herein.

Bidder to attach literature describing the bucket it intends to supply.

Deviation or Substitution: None.

3.4.1.16.2 Stability:

The loader, when equipped with side dump bucket, is to be equipped with counterweights or other features incorporated within the design of the vehicle. This feature is required so that the maximum load capacity, at any height, is distributed correctly to the loader without tipping or tendency to tip.

Note: Calcium chloride in tires is not acceptable.

The bidder is to note the method it intends to provide to balance the loader equipped with side dump bucket: Per manufacturer, no counter weighting required.

Deviation or Substitution: None.

3.4.2 OPTION: SWINGER MECHANISM, HYDRAULIC (PRICE LINE: 2)

3.4.2.1 The system is to include a swinger mechanism, which hydraulically rotates the backhoe bucket or attachment 45° to each side.

Deviation or Substitution: None.

3.4.3 OPTION: SPECIAL MONOTONE PAINT COLOR IN LIEU OF MANUFACTURER'S STANDARD PAINT COLOR (PRICE LINE: 3)

For NJDOT Units: The unit and all its components are to be cleaned and painted with one (1) coat of Dupont #1858 primer, and finished with two (2) coats of the color Dupont Centari # 7744-A lime yellow, in lieu of manufacturer's standard paint color ("Finish", see item 3.3.3). All paint shall be same shade.

The using agency shall select color at time of order.

Deviation or Substitution: None.

3.4.4 OPTION: ONE SET OF PARTS, SERVICE AND O&M MANUALS (PRICE LINE: 4)

3.4.4.1 Bidders shall supply one set of parts, service and operation and maintenance manuals for each and every assembly system and/or component that makes up the unit as follows:

1 - Set of parts manuals (illustrations and text) bound or with binders, or on micro-fiche or CD-ROM if unavailable bound.

1 - Set of complete shop repair (factory service) manuals bound or with binders or on micro-fiche or CD-ROM if unavailable bound.

1 - Set of complete operation and routine maintenance manuals

Examples of, but not necessarily limited to, assembly system and/or component includes:

- A) Engine
- B) Drive System
- C) Quick Disconnect
- D) Backhoe
- E) Loader Bucket

The manuals shall be delivered directly to the ordering agency, upon delivery of the first unit. Failure to supply these manuals shall hold up processing of invoices for payment.

Deviation or Substitution: None.

3.5 CONTRACT IMPLEMENTATION

3.5.0.1 Note: In the event of manufacturer's price decrease and/or model rebate during the contract period, the State will receive full benefit of such price reduction on any subsequent order placed during the contract period, in accordance with 4.1 (price fluctuation during the contract) of the standard terms and conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the contractor with the manufacturer or any third party any time during the term of the contract. The State must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date.

3.5.1 Placing Orders for Contract Units:

3.5.1.1 I M P O R T A N T N O T E: This term contract permits users to order the contract unit only. Any option that is not specified in this RFP is not permitted.

3.5.1.1.1 Contractor shall not substitute any item (part, component, equipment, feature, accessory, material, performance, capacity, rating, design or control), which is a part of the contract unit, without written authorization to do so from the buyer noted on the cover sheet of this RFP.

3.5.1.2 During the contract period, no change is permitted in any terms or conditions unless the contractor receives written approval from the Purchase Bureau.

3.5.1.3 No dealer's accessories or options such as extended warranties and vehicle treatments (rust-proofing, undercoating, etc.) or any other purchases, which are not specified in this RFP, shall be offered.

3.5.1.4 Trade-ins are not permitted under the term contract established as a result of this RFP.

3.5.1.5 Leasing of units is not permitted under the term contract resulting from this RFP.

3.5.1.6 I M P O R T A N T N O T E: An offer to sell non-contract unit against two or more purchase orders, one for the contract unit and one or more for non-contract options, constitutes a serious violation of the contract and shall be the basis for termination of the contract and debarment or suspension of the contractor from contracting with the State of New Jersey pursuant to NJAC 17:12-6 et seq. and may disqualify the contractor from award of future State contracts.

3.5.1.7 Sales literature and color charts shall be made available to agencies and NJ State inspectors on an "as requested" basis.

3.5.2 The State reserves the right to communicate with the contractor and request any information regarding contractor's obligations under the contract, and require acknowledgement of such communication from the contractor during the term of the contract and any extension(s) thereof. Failure to acknowledge within twenty-four (24) hours and provide the required information constitutes a contract violation.

3.5.3 Confirmation of Orders:

3.5.3.1 Verification of receipt of purchase order should be forwarded to each ordering agency for each order accepted.

3.5.3.2 Through 3.5.3.4 Reserved.

3.5.3.5 Written confirmation shall mean that the contractor has received the purchase order, has reviewed it for compatibility with unit currently on contract, has resolved any non-compatibility problems with the ordering agency, has entered the order with the manufacturer and that the manufacturer has accepted the order.

3.5.3.6 A contractor shall not accept any purchase order on "will try" basis, unless instructed otherwise by the ordering agency in writing. If an order is not accepted for production by the manufacturer, the contractor shall return the purchase order with "canceled" marked on the purchase order with authorized signature next to it, unless instructed to accept on "will try" basis by the ordering agency in writing. No exception shall be permitted.

3.5.4 Inspection of Units:

3.5.4.1 It shall be the contractor's responsibility to make the following arrangements for the ordering agency inspection of each unit prior to the acceptance of the unit by the ordering agency. Prior to presentation for inspection, it shall be the contractor's responsibility to pre-inspect each unit.

3.5.4.2 The contractor shall notify the ordering agency by fax, that the vehicle is ready for inspection.

3.5.4.2.1 Subsequent to receiving proper fax notification, the inspector from the ordering agency shall arrive at the contractor's facility within five (5) working days. Upon arrival at the facility, the contractor will assign a mechanic, a runner and a delivery bay to the agency inspector. It is the contractor's responsibility to properly itemize, organize and segregate all vehicles intended for orders pertaining to the State of New Jersey. The above areas of responsibility must be accomplished in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector is located at the contractor's facility.

3.5.4.3 Reserved.

3.5.4.4 Major reasons for rejection of units include, but not limited to:

3.5.4.4.1 Grinding noise in wheels (wheel bearings).

3.5.4.4.2 Improperly aligned wheels.

3.5.4.4.3 Damaged rims.

3.5.4.4.4 Any spare tire-rim not mounted on vehicle.

3.5.4.4.5 Leakage of oil.

3.5.4.4.6 Transmission leaking fluid at transmission cooler lines or transmission seals.

3.5.4.4.7 Reserved.

3.5.4.4.8 Leaking radiator.

- 3.5.4.4.9 Fuel leaks.
- 3.5.4.4.10 Restrictions in fuel system.
- 3.5.4.4.11 Leakage in any part of the exhaust system.
- 3.5.4.4.12 Improper anti-freeze level.
- 3.5.4.4.13 Excessively noisy brakes or excessive brake pedal travel.
- 3.5.4.4.14 Oil pan damage.
- 3.5.4.4.15 Windshield wipers inoperative.
- 3.5.4.4.16 Windshield washer not functioning properly.
- 3.5.4.4.17 Windshield washer fluid empty/bottle leaking.
- 3.5.4.4.18 Transmission malfunctions.
- 3.5.4.4.19 Lack of grease fittings in ball joints, U-joints, etc., if factory standard.
- 3.5.4.4.20 Horn blowing while driving or inoperative.
- 3.5.4.4.21 Gauges or dials missing/malfunctioning.
- 3.5.4.4.22 Reserved.
- 3.5.4.4.23 Seat belt not operating properly.
- 3.5.4.4.24 Keys not working properly.
- 3.5.4.4.25 Door locks inoperative.
- 3.5.4.4.26 Oil dipstick missing or rust on dipstick.
- 3.5.4.4.27 Reserved.
- 3.5.4.4.28 Lights - running, turn, backup, brake, side indicators, and indicator lights not working properly.
- 3.5.4.4.29 Lenses missing on interior/exterior lights or water in lenses.
- 3.5.4.4.30 Reserved.
- 3.5.4.4.31 Windows not operating properly.
- 3.5.4.4.32 Reserved.
- 3.5.4.4.33 Vehicle not configured with all equipment and options specified in the contract and on the purchase order.
- 3.5.4.4.34 Body dents, scratches and other defects.
- 3.5.4.4.35 Body paint defects.
- 3.5.4.4.36 Water leak through roof.
- 3.5.4.4.37 Any defects in equipment installation.
- 3.5.4.4.38 Electrical system problem.

3.5.4.5 Inspected units which do not comply with these requirements will be rejected. All rejected items will be corrected and the corrected unit(s) will be presented for re-inspection within ten (10) working days. The ordering agency may cancel the purchase order if the contractor fails to correct any problem.

3.5.4.6 No additional freight or transportation charges are permitted under this contract.

3.5.5 Delivery and Final Acceptance:

3.5.5.1 All deliveries of unit(s) will be made as instructed by the ordering agency, during working hours, except on legal holidays.

3.5.5.2 No unit will be accepted at the final delivery point without all supporting documentation and paperwork, completed and delivered with the unit(s), which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, invoice and key sets (if applicable). No unit(s) will be considered accepted until it has undergone final inspection at the delivery point.

3.5.5.3 Arrangements for the final inspection shall be made prior to delivery, by the contractor with the ordering agency. Delivered units will be inspected within five (5) working days. If a unit has been accepted, the warranty shall commence on the date of final acceptance, or if a unit has been rejected, the contractor will be notified. The notice will indicate the reason(s) for rejection. If rejected, the contractor will try to rectify the problem(s) at the ordering agency site. If problem(s) cannot be

corrected at the agency site, the rejected unit must be removed by the contractor at its own expense. The contractor shall present the corrected unit for re-inspection within ten (10) working days. Again, no additional freight or transportation charges are permitted.

3.5.5.4 All delivered units must be clean both inside and outside. Manufacturer's standard items shall be provided, installed if applicable, by the contractor prior to delivery.

3.5.5.5 Manufacturer's Certificate of Origin: The manufacturer's certificate of origin will be made out to the State of New Jersey (or as instructed by the ordering agency, if the ordering agency is not a State agency), and presented at the time of delivery. Purchase order number must be indicated on the upper left hand corner. Do not furnish the New Jersey certificate of title (certificate of ownership). The ordering agency will title the unit upon receipt of the manufacturer's certificate of origin.

3.5.5.6 No advertising shall appear on any unit delivered under the terms of the contract.

3.5.6 Training: See [3.3.6](#).

3.5.7 Warranty:

3.5.7.1 Manufacturer's standard warranty will be supplied with each unit at the time of delivery and shall be in typed form. Warranty commences with the acceptance of the unit at the delivery site and following the final inspection.

3.5.8 Warranty Requirements:

3.5.8.1 Users of this contract should contact the contractor in cases where warranty service/repair is to be performed at a place other than the original place of purchase to arrange for a servicing dealer within a closer proximity to their location.

3.5.8.2 The contractor is responsible for any warranty service/repair, which will be at contractor's own expense. Events beyond contractor's control, such as lack of parts due to strikes and unforeseen acts of god shall constitute valid reasons for delay in making necessary repairs. However, the State shall make such determination.

3.5.8.3 The contractor is to provide the appropriate forms, for completion of the delayed entry warranty by the ordering agency.

3.5.9 Payment:

3.5.9.1 Invoices will be processed for payment only after final acceptance of the unit(s) by the ordering agency. Partial payments may be made for unit(s) accepted, if billed separately. Timely payment discounts will be taken if offered by the contractor. The State reserves the right to make payments directly or through a third party.

3.5.9.2 The State reserves the right to order units through a line of credit. For these orders, the contractor will receive a letter from the director in lieu of a purchase order. Line of credit letters must be accepted by the contractor on the same basis as regular purchase orders. All terms and conditions that apply to purchase orders will apply to line of credit letters. Payment for both purchase orders and line of credit letters will be processed in accordance with 4.5 and 4.6 of this RFP's standard terms and conditions.

3.5.10 Any complaint filed by the agency, through the Purchase Bureau's "Formal Complaint Report" (Form PB-36), will be thoroughly investigated. Ultimate resolution by the Director will be final and, if against the contractor, will become part of the contractor's vendor performance file, which may be

considered in decisions relating to contract termination or in the evaluation of future bid proposals submitted.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The cover sheet (page 3) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the cover sheet of this RFP must be signed by a general partner. If the bidder is a joint venture, the cover sheet of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white-outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit one (1) full, complete and exact copy of the original. The copy requested is necessary in the evaluation of the bid proposal. Bidders failing to provide the requested copy will be charged the cost incurred by the State in producing the requested copy. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

| CONTENT | RFP SECTION REFERENCE | COMMENTS |
|---------|---|--|
| Forms | Cover sheet | Completed and signed cover sheet (Page 3 of this RFP) |
| | 4.4.1.1 | Ownership Disclosure Form (Attachment 1) |
| | 4.4.1.2 | MacBride Principles Certification (Attachment 2) |
| | 4.4.1.3 | Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate (Attachment 3) |
| | Appendix 1 - 1.1 of the Standard Terms & Conditions | Business Registration from Division of Revenue |

4.4.1 FORMS

4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

4.4.1.4 RESERVED

4.4.1.5 BID BOND

Not applicable.

4.4.2 SUBMITTALS

4.4.2.1 PRODUCT LITERATURE, ETC.

The bidder is required to submit illustrated literature, warranty documents, manufacturer's specification sheets and all necessary data on the unit it proposes to furnish. All submittals shall be properly labeled, showing the bidder's name and bid number. The bidder should also provide manufacturer's drawing, schematics and blueprints, if available.

4.4.2.2 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency or the Purchase Bureau. This service shall be available at no additional charge.

(PLEASE PRINT OR TYPE)

Alex Treece
Trenton Tractor and Equipment Inc.
2836 Brunswick Pike, PO Box 5687
Trenton, NJ 08628

Telephone#: 609-883-7360 Fax#: 609-882-8299
E-mail: tfnh@aol.com

Years of this individual's experience in servicing similar accounts: 30

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

The contractor has provided references, which will be made available upon request.

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

None.

4.4.2.5 RESERVED

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

If required by the State, the bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expense, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, if required by the State, the bidder must submit a bank reference.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 METHOD OF BIDDING

4.4.4.1 There are four (4) price lines (see the price sheet), price lines 1 through 4 are grouped to create a single award. A bidder must bid on all price line items in a group, price line items 1 through 4, to be a qualified bidder. Failure to do so shall cause bid rejection. If a bid proposal is rejected, or determined to be non-responsive, for any price line item (commodity and/or service) in a group, the entire bid proposal shall be rejected, or determined to be non-responsive. A bidder shall bid fixed prices on all price lines.

4.4.4.2 Price lines are grouped for bid evaluation purposes only. Using agency shall be able to order price line 1 item (utility tractor) only or price line 1 item with any other price line item(s). The contractor shall not offer any other price line item(s) alone, if price line 1 item is not ordered. Contract resulting from this RFP is not intended to be a parts contract.

4.4.4.3 The unit is specified in two parts: General Provisions (3.3) and Technical Provisions (3.4). Thus, price bid for the specified unit shall include, among other items (delivery, inspection, etc.), cost of General Provisions and Technical Provisions.

4.4.4.4 The Director may determine to reject any or all bid proposals, if the prices bid are deemed excessive and/or if doing so is in the best interest of the State.

4.4.4.5 Any missing or illegible price, or price correction or appearance of price alteration without bidder's qualifying initials shall cause the bid to be disqualified for that price line item and, in turn, the group that price line item is part of.

4.4.4.6 In a situation of conflicting unit price and total price bid, the unit price shall prevail.

4.4.4.7 Quantity (third column-"quantity") shown on each price line on the price sheet is for bid evaluation purposes only. (See 3.1)

4.4.4.8 **IMPORTANT NOTE:** The bidder must provide complete information on the unit offered, as required on the price line and throughout this RFP, and submit the required literature for that unit. If a bidder identifies the unit offered by denoting make, model and model year, as required on the price line, but does not provide the required literature, or provides the required literature, but does not identify the unit offered, the State reserves the right to request all information necessary to evaluate the bid from the bidder. The bidder must respond to such request within twenty-four (24) hours from the time the bidder is notified. If the information requested is not received within twenty-four (24) hours, the bid proposal will be rejected. A bid proposal which does not identify both the unit bid and does not include the required literature shall be rejected.

4.4.4.9 **IMPORTANT NOTE:** The bidder is strongly advised not to take any Deviation or Substitution. Any material Deviation shall result in rejection of the bid proposal as non-responsive.

4.4.4.10 through 4.4.4.13 Reserved.

4.4.4.14 Bid proposals may be withdrawn, modified, and re-submitted prior to bid opening. Modifications submitted in any other manner will not be considered. No bid proposal can be withdrawn after the bid opening without the State's approval to do so. The State may subject a bidder requesting bid withdrawal after bid opening to penalty for any damages incurred by the State for processing and evaluating the bid proposal.

4.4.4.15 Notwithstanding any other provision to the contrary, including the cooperative purchasing form included in this RFP (pbcop1, rev 8/96), any contract resulting from this RFP will be made available to quasi-State agencies, as defined in NJSA 52:27b-56.1. Bidders should note that all other non-State agencies will be precluded from using any contracts resulting from this RFP if the bidder does not agree in its bid proposal to extend the contract to these entities.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, any addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP Appendix 1 .

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 BUSINESS REGISTRATION

See Standard Terms & Conditions, Appendix 1, Section 1.1.

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period shown on the cover sheet (page 3) of this RFP. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for multiple one-year periods, by the mutual written consent of the contractor and the Director.

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for utilization of the contract shall arise unless funds are made available to the using agency for a purchase.

5.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when made in writing and signed by the contractor and the Director.

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

The Using Agency[ies] are authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that item other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the item returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to

immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 RESERVED

5.10 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.11 THROUGH 5.13 RESERVED

5.14 PERFORMANCE BOND

Not applicable.

5.15 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1- 1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16 CLAIMS AND REMEDIES

5.16.1 Claims: All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 Remedies: Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the director.

5.16.3 Remedies for Non-Performance: In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.17 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made by the non-State Agencies under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Note: Any purchases made by the State Agencies are not to be included.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 EVALUATION CRITERIA

The following criteria, not in any particular order, will be used to evaluate each bid.

6.1.1 Compliance with this RFP's technical specifications.

6.1.2 Compliance with this RFP's terms and conditions.

6.1.3 A sum of total prices bid on all price lines in a group (group price).

6.1.4 Past performance under State of New Jersey contracts.

6.1.5 Delivery schedule bid.

IMPORTANT NOTE: The State reserves the right to request any information necessary to carry out the bid evaluation, confirm that the bid proposal submitted is complete and accurate and/or clarify any ambiguity in the bid proposal. Bidders shall provide the required information within twenty-four (24) hours of notification of such request. Failure to do so may necessitate rejection of the bid proposal as non-responsive.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the evaluation committee concerning its bid proposal. The evaluation committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the evaluation committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the evaluation committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 CONTRACT AWARD

6.3.1 A single award shall be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the RFP, will be the most advantageous to the State, price and other factors considered.

6.3.2 The State reserves the right to cancel this RFP if it is in the best interest of the State to do so.

6.3.3 The contractor will receive a hard-print contract upon award. Upon receipt of the hard-print contract, the contractor shall e-mail complete technical specifications of the contracted vehicle, preferably, in Adobe's pdf format within five working days. Generic model specifications are not acceptable. Contracted vehicle includes all options/features specified in this RFP.